



STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Department of 810 UDOT, Region 2 referred to as STATE and the following:
Transportation

Agency Name Snowbird, Ltd. Agency Code Division

CONTRACTOR Snowbird Ski and Summer Resort

Name

P.O. Box 929000

Address

Snowbird

UT

84092-9000

City

State

Zip Code

Jerry Giles

(801) 933-2020

Contact Person

Phone Number

87-0273421

23423G

96872000000

Federal ID#

Vendor Number

Commodity Code(s)

LEGAL STATUS OF CONTRACTOR

 Sole Proprietor

 Non-Profit Corporation

X For-Profit Corporation

 Partnership

 Government Agency

2. GENERAL PURPOSE OF CONTRACT:

Emergency Snow Removal at the top of Little Cottonwood Canyon SR210. Pricing as per attachment C

3. PROCUREMENT: This contract is entered into as a result of a pre-approved Sole Source.

Sole Source # 04063, FY 2004

4. CONTRACT PERIOD: Effective date October 1, 2003. Termination date September 30, 2008, unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any) .

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$999,999.99 for costs authorized by this contract

5. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.

ATTACHMENT B: Specifications.

ATTACHMENT C: Pricing

ATTACHMENT D: Special Terms and Conditions

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.

B. Utah State Procurement Code, Procurement Rules and Pre-Approved Sole Source # 04063 dated 10-17-03.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Snowbird, Ltd. by Jerry Giles, General Partner
Contractor's Signature

David R. Miles
David Miles, Operations Engineer

Snowbird, Ltd. by Tom Jones
Contractor's Name

D. R. Perkins
Director, Division of Purchasing

Sr. V.P. / CFO
Title

Director, Division of Finance

The DOF will enter this contract on FI-NET prior to final review by Finance and Purchasing. While the review is pending a copy of this contract form with the number will be faxed to your agency.

Paul Rottmann

801-965-4073

801-965-4078

prottmann@utah.gov

Person to Receive Faxed Copy

Fax Number

Phone Number

E-mail

- (Revision date: Apr 24, 2002)

ATTACHMENT B: SCOPE OF WORK
EMERGENCY SNOW REMOVAL IN LITTLE COTTONWOOD CANYON

1. Contractor shall plow and remove snow and ice from the roadway on Utah SR 210 at the upper section of Little Cottonwood Canyon. This work shall be performed in emergency situations, as determined by the Utah Department of Transportation (UDOT) area supervisor.
2. Minimum Contractor Furnished Equipment
 - 2.1 Furnish a ten (10) wheel dump truck equipped with a 7.5 yard sander and a hydraulic swing plow.
 - 2.2 The equipment must be stored in the upper section of the canyon and in close proximity to salt storage.
 - 2.3 Storage area for UDOT supplied materials shall be provided by the Contractor.
 - 2.4 The vehicle shall be equipped with a radio capable of communicating with Alta Central, Salt Lake County Sheriff's Dept. and UDOT.
 - 2.5 An avalanche transceiver shall be worn by the driver while in the canyon.
3. UDOT Responsibilities

UDOT will furnish salt and premix material delivered to the Contractor's storage area.
4. Operator Standards
 - 4.1 The operator must have a Commercial Driver's License with class A endorsement.
 - 4.2 The operator shall have demonstrated skills in operating the assigned equipment, experience in driving steep grades under ice and snow conditions, and be familiar with avalanche control operations in Little Cottonwood Canyon.

ATTACHMENT C: PRICING
EMERGENCY SNOW REMOVAL , SR210, UPPER LITTLE COTTONWOOD CANYON

1. All Pricing, includes a qualified equipment operator.
2. Ten Wheel Dump Truck with 10 yard sander spreader and 12 foot snow blade @ \$93.00 per hour.
3. Wheel Loader with 12 yard snow bucket and 14 foot reversible blade @ \$150.00 per hour.
4. Idaho Norland snow blower mounted on a 5 yard front end loader @ \$200.00 per hour.
5. Annual pricing increases shall be for the percent (%) change in the Consumer Price Index, as reported by the Bureau of Labor Statistics, for the previous twelve (12) month period ending on August 31st of the current year.

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

1. QUANTITY OR AMOUNT ESTIMATES

Any mention of quantities has been estimated and shall not to be construed as a guarantee to purchase any service or specific amount.

2. WAGES

The Contractor shall be responsible for all applicable company wages in accordance with the Federal, State and local laws and ordinances.

3. NOTICE

The Contractor shall be on the road within 30 minutes of notification by UDOT. The Contractor shall be available for this response 24 hours per day, 7 days per week during the months that winter conditions occur.

4. INSURANCE

The Contractor shall maintain, during the life of this contract, complete Owner's Protective Liability Insurance in the following minimum amounts:

Bodily Injury - \$1,000,000 per Person / \$1,000,000 per Occurrence

Property Damage - \$1,000,000 per Occurrence / \$1,000,000 Aggregate

5. BASIS OF PAYMENT

The number of hours of operation for bid item of equipment will be paid for at the unit price bid, which price and payment shall be full compensation for all labor, tools, equipment and incidentals including providing and maintaining the various items of equipment, furnishing competent operators, and furnishing gas, oil and all incidentals necessary to keep the equipment operating satisfactorily for the work.

6. INVOICING

THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY.

The Contractor shall submit invoices to the Utah Department of Transportation, Accounts Payable, 4501 South 2700 West, Salt Lake City, Utah 84119.

7. NON-ASSIGNMENT

The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from the Procurement Supervisor or the Procurement Manager of Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.

8. NON-COMPETE CLAUSE

The Contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present or past employment including, but not limited to an agreement not to compete for as a period of time unless disclosure has been made. Contractor must disclose to the State any possible conflicts, in writing, before the contract is signed and the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate as a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide 90 day prior notice to the Contractor.

chasing



State
Division of
Sole Source

Division of Purchasing Tracking

#SS04063

Sole Source Procurement is an option only if a purchase requirement is reasonable and otherwise qualifies under Utah Administrative Code R33-3-4. **SEE PAGE TWO OF THIS FORM FOR TEXT OF THE RULE.**

ATTACH THIS COMPLETED FORM TO THE PURCHASE REQUISITION DP-1 WHEN SUBMITTING A REQUEST FOR SOLE SOURCE PURCHASE BY PURCHASE ORDER, BUT IF PURCHASE IS TO BE MADE BY AN AGENCY CONTRACT, SUBMIT THIS FORM FOR PRIOR APPROVAL BEFORE CONTRACT NEGOTIATIONS.

AGENCY REQUESTING AUTHORIZATION: UDOTCONTACT PERSON: Paul RottmannPHONE NUMBER: 965-4078

ITEM(S) TO BE PURCHASED:

Emergency Snow and Ice Removal on SR210 at the top of
Little Cottonwood Canyon.

APPROXIMATE COST OF ITEM(S): \$999,999.00RECOMMENDED VENDOR OR CONTRACTOR: Snowbird Ski & Summer ResortCONTACT PERSON: Jerry GilesPHONE NUMBER: 801-933-2020ADDRESS: PO BOX 929000CITY: SnowbirdST: UTZIP: 84092-9000FEDERAL ID#(TIN) or SOCIAL SECURITY #: 870273421

(Must be 9 digits-numeric) (If SS#, must have person's name as it appears on Social Security card)

TYPE OF VENDOR: (Check one)

☒ 1-Corporation☐ 3-Proprietorship/individual☐ 5-Government-exempt☐ 2-Medical Provider (all types)☐ 4-Partnership☐ 6-Other

SOLE SOURCE STATUS DETERMINED AS FOLLOWS: (List all vendors or contractors contacted and describe criteria used to determine sole source status of the one recommended - - ATTACH ADDITIONAL PAGES IF MORE SPACE IS NEEDED.)

Vendor Description of criteria

Snowbird Snowbird is the only source for the necessary equipment at the top of Little Cottonwood Canyon. We had a contract with them for the previous three years. They held their pricing for the full three years, but would like to raise pricing for this new contract by the amount of the CPI. They are willing to accept annual increases in the amount of the CPI for this new five year contract.

A draft of the proposed contract and a copy of the existing contract are attached hereto.

REQUESTED BY:

Agency Signature

PAUL ROTTMANN

Date

8-27-03

APPROVED:

Douglas G. Richins, Director
Division of Purchasing

Date

SEP 17 2003

see attached email.